

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ANDREW J. ARDINO; JOSEPH ARDINO;
and LISA A. ARDINO, on behalf of themselves
and all others similarly situated,

Plaintiff(s),

-against-

SOLOMON AND SOLOMON, P.C., and JOHN
DOES 1-25.

Defendant(s).

Civil Case Number: _____

CIVIL ACTION

**CLASS ACTION COMPLAINT
AND
DEMAND FOR JURY TRIAL**

Plaintiff, Andrew J. Ardino, Joseph Ardino; and Lisa A. Ardino, on behalf of themselves and all others similarly situated (hereinafter "Plaintiffs") by and through their undersigned attorney, alleges against the above-named Defendants, Solomon and Solomon, P.C., (hereinafter "Solomon"); and John Does 1-25, collectively ("Defendants") their employees, agents, and successors the following:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages and declaratory and injunctive relief arising from the Defendant's violation of 15 U.S.C. § 1692 *et seq.*, the Fair Debt Collection Practices Act (hereinafter "FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331. This is an action for violations of 15 U.S.C. § 1692 *et seq.*

3. Venue is proper in this district under 28 U.S.C. §1391(b)(2) because the acts and transactions that give rise to this action occurred, in substantial part, in this district.

DEFINITIONS

4. As used in reference to the FDCPA, the terms “creditor,” “communication” “consumer,” “debt,” and “debt collector” are defined in § 803 of the FDCPA and 15 U.S.C. § 1692a.

PARTIES

5. The FDCPA, 15 U.S.C. § 1692 *et seq.*, which prohibits certain debt collection practices provides for the initiation of court proceedings to enjoin violations of the FDCPA and to secure such equitable relief as may be appropriate in each case.

6. Plaintiff, Andrew J. Ardino, is a natural person and a resident of the State of New Jersey, and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

7. Plaintiff, Joseph Ardino, is a natural person and a resident of the State of New Jersey, and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

8. Plaintiff, Lisa A. Ardino, is a natural person and a resident of the State of New Jersey, and is a “Consumer” as defined by 15 U.S.C. § 1692a(3).

9. Solomon is a law firm with its primary offices located at Five Columbia Circle, Albany, New York 12203.

10. Upon information and belief, Solomon is primarily in the business of collecting debts allegedly due to another and is therefore a “Debt Collector” as that term is defined by 15 U.S.C. § 1692a(6).

11. John Does 1-25, are fictitious names of individuals and businesses alleged for the purpose of substituting names of defendants whose identities will be disclosed in discovery and should be made parties to this action.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action as a class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure (hereinafter “FRCP”), on behalf of himself and all consumers and their successors in interest (the “Class”), who were sent debt collection letters and/or notices from the Weiner which are in violation of the FDCPA, as described in this Complaint.

13. This Action is properly maintained as a statewide class action. The Class consists of:

- All New Jersey consumers who were sent collection letters and/or notices from Solomon, attempting to collect debt(s) allegedly owed to New Jersey Higher Education Student Assistance Authority, that contained at least one of the alleged violations arising from Defendants' violation of 15 U.S.C. § 1692 *et seq.*
- The Class period begins one year to the filing of this Action.

14. The Class satisfies all the requirements of Rule 23 of the FRCP for maintaining a class action:

- Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there are hundreds and/or thousands of persons who were sent debt collection letters and/or notices from Weiner that violate specific provisions of the FDCPA. Plaintiff is complaining of a standard form letter and/or notice that is sent to hundreds of persons;
- There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. These common questions of law and fact include, without limitation:

- a. Whether Defendants violated various provisions of the FDCPA;
 - b. Whether Plaintiff and the Class have been injured by Defendant's conduct;
 - c. Whether Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendants' wrongdoing and if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and
 - d. Whether Plaintiff and the Class are entitled to declaratory and/or injunctive relief.
- Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories.
 - Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class.
 - Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.
 - A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action.
 - A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal

redress for the wrongs complained of herein. Absent a Class Action, class members will continue to suffer losses of statutory protected rights as well as monetary damages. If Defendants' conduct is allowed proceed without remedy they will continue to reap and retain the proceeds of their ill-gotten gains.

- Defendants have acted on grounds generally applicable to the entire Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

FACTUAL ALLEGATIONS

15. On or about May 4, 2008, Andrew J. Ardino applied for a student loan from the New Jersey Higher Education Student Assistance Authority (hereinafter "HESAA"). A copy of said application is annexed hereto as Exhibit A, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff's privacy.

16. On or about May 4, 2008, Joseph Ardino, cosigned the HESAA loan for his son, Andrew J. Ardino.

17. On or about May 4, 2008, Lisa A. Ardino, cosigned the HESAA loan for her son, Andrew J. Ardino.

18. The loan amount requested was \$20,000.

19. The HESAA obligation arose out of a transaction in which money, property, insurance or services, which are the subject of the transaction, are primarily for personal, family or household purposes.

20. The alleged HESAA obligation is a "debt" as defined by 15 U.S.C. § 1692a(5).

21. Plaintiffs are at all times relevant to this lawsuit, a “consumer” as that term is defined by 15 U.S.C. §1692a(3).

22. On or before HESAA placed and/or referred the alleged obligation with Solomon for the purpose of collection.

23. On or about September 13, 2012, Solomon caused to be mailed to Andrew J. Ardino a letter attempting to collect the alleged HESAA obligation. A copy of said letter is annexed hereto as Exhibit B, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff’s privacy.

24. On or about September 13, 2012, Solomon caused to be mailed to Joseph Ardino a letter attempting to collect the alleged HESAA obligation. A copy of said letter is annexed hereto as Exhibit C, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff’s privacy.

25. On or about September 13, 2012, Solomon caused to be mailed to Lisa A. Ardino a letter attempting to collect the alleged HESAA obligation. A copy of said letter is annexed hereto as Exhibit D, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff’s privacy.

26. At all pertinent times hereto, Solomon was collecting an alleged debt relating to a consumer transaction, pursuant to 15 U.S.C. §1692a(5).

27. The September 13, 2012 letter sent to Andrew J. Ardino is a “communication” relating to a “debt” as defined by 15 U.S.C. §1692a(2).

28. The September 13, 2012 letter sent to Joseph Ardino is a “communication” relating to a “debt” as defined by 15 U.S.C. §1692a(2).

29. The September 13, 2012 letter sent to Lisa A. Ardino is a "communication" relating to a "debt" as defined by 15 U.S.C. §1692a(2).

30. The September 13, 2103 letters, which were sent to each Plaintiff names in this lawsuit, were identical in content, expect for the name of the addressee.

31. Upon receipt, Andrew J. Ardino read the September 13, 2012 letter.

32. Upon receipt, Joseph Ardino read the September 13, 2012 letter.

33. Upon receipt, Lisa A. Ardino read the September 13, 2012 letter.

34. Each of the September 13, 2012 letters stated at the top: "Amount due as of 09/13/2012: \$25,385.66".

35. Each of the September 13, 2012 letters further stated in the second paragraph: "Attorney fees of 22% of the claim referred are due to the State pursuant tot he terms of the note(s) and NJ Regulation 9A:10-6.16(b)."

36. Amount due of \$25,385.66 as stated in each of the September 13, 2013 letters included attorneys' fess in the amount of \$4,561.45.

37. The attorneys' fees of \$4,561.45 is precisely 22% of the unpaid principal and interest past due of \$20,733.88.

38. The attorneys' fees of \$4,561.45, represents the contingency fee agreement between Solomon and HESAA rather than a pre-paid, flat fee.

39. Upon information and belief, the applicable agreement between Plaintiffs and HESAA included as provisions, which stated in part: "I will pay all charges, collection costs and all other costs that are permitted under this Note for the collection of this loan, which the lender or subsequent holder of this Promissory Note incurs in collecting this loan."

40. At the time Solomon sent the September 13, 2102 letters, Plaintiffs did not owe HESAA attorneys' fees in the amount of \$4,561.45.

41. At the time Solomon sent the September 13, 2102 letters to Plaintiffs, Solomon had not billed HESAA for attorney fees in the amount \$4,561.45, relative to the collection of the alleged debt.

42. At the time Solomon sent the September 13, 2102 letters to Plaintiffs, Solomon had not charge HESAA attorneys fees of \$4,561.45, relative to the collection of the alleged debt.

43. At the time Solomon sent the September 13, 2102 letters to Plaintiffs, HESAA had not paid attorneys fees to Solomon in the amount of \$4,561.45, relative to the collection of the alleged debt.

44. At the time Solomon sent the September 13, 2102 letters to Plaintiffs, HESAA had not been awarded attorneys' fees by any Court in any jurisdiction.

45. At the time Solomon sent the September 13, 2102 letters to Plaintiffs, Solomon had not filed an action in any Court in any jurisdiction.

46. On September 20, 2012, Joseph Ardino through his undersigned attorney sent a letter to Solomon disputing the alleged debt and demanding a full accounting and verification. A copy of said letter is annexed hereto as Exhibit E, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff's privacy.

47. On September 24, 2102, Solomon provided to the undersigned attorney a cover letter itemizing the alleged balance and computer printouts of the history of the alleged debt. A copy of said cover letter and printouts are annexed hereto as Exhibit F, except that the

undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiff's privacy.

48. At the time Solomon sent the September 24, 2102 letter to the undersigned attorney, Solomon had not filed an action in any Court in any jurisdiction.

49. At the time Solomon sent the September 24, 2102 letter to the undersigned attorney, HESAA had not been awarded attorneys' fees by any Court in any jurisdiction

50. The September 24, 2012 letter stated in part: "At the time it [the HESAA obligation] was referred to collection to our office, the unpaid principal was \$19,666.44 plus interest of \$1067.44 as of 08/22/12."

51. The September 24, 2012 letter further stated: "Based on its [HESAA] agreement with the firm, the fees on a contingency fee of 22% of the amount referred to our office. Based on the above the fee would be \$4,561.45".

52. At the time Solomon sent the September 24, 2102 letter, Plaintiffs did not owe HESAA attorneys' fees in the amount of \$4,561.45.

53. At the time Solomon sent the September 24, 2102 letter, Solomon had not billed HESAA for attorneys' fees in the amount \$4,561.45, relative to the collection of the alleged debt.

54. At the time Solomon sent the September 13, 2102 letters, Solomon had not charge HESAA attorneys' fees of \$4,561.45, relative to the collection of the alleged debt.

55. At the time Solomon sent the September 13, 2102 letters, HESAA had not paid attorneys' fees to Solomon in the amount of \$4,561.45, relative to the collection of the alleged debt.

56. On or about February 7, 2013, Solomon filed a Complaint against Plaintiffs, in the Superior Court of New Jersey - Law Division, Union County, Docket No.; UNN L - 000451-13.

A copy of said Complaint is annexed hereto as Exhibit G, except that the undersigned attorney has, in accordance with Fed. R. Civ. P. 5.2 partially redacted the financial account numbers in an effort to protect Plaintiffs' privacy.

57. In paragraph 7 of said Complaint, Solomon requested "Reasonable attorneys fees pursuant to the terms of the agreement and NJ Regulation 9A:10-6.16(b) are due to Plaintiff from Defendant. The fees payable to counsel are based on a contingency fee of 22%."

58. N.J.A.C. 9A:10-6.16(b) provides *inter alia*:

Upon default, the borrower and/or cosigner, if any, are liable for the entire balance of the loan. Upon default, the Authority shall notify credit bureaus of this negative information. Default *may* result in any or all of the following: expedited increase of interest rate, loss of State income tax refunds or State tax rebates, legal, assessment of collection charges including attorney fees of up to 30 percent *of the debt collected*..... [emphasis added].

59. Upon information and belief, members of the class have made payment of attorneys' fees, which were not due and owing.

60. Within the period beginning on the day one year prior to the date this Complaint is filed to the present, Solomon sent collection letters attempting to collect debts to more than 50 consumers residing within the State of New Jersey similar to the letter annexed hereto as Exhibit A.

61. Solomon's actions as described herein are part of a pattern and practice used to collect consumer debts.

62. Solomon could have taken the steps necessary to bring its actions within compliance with the FDCPA, but neglected to do so and failed to adequately review its actions to ensure compliance with the law.

POLICIES AND PRACTICES COMPLAINED OF

63. It is Solomon's policy and practice to send written collection communications, in the form annexed hereto as Exhibit A, that violate the FDCPA, by *inter alia*:

- (a) Failing to accurately state the amount of the alleged debt.
- (b) Attempting to collect attorneys' fees when no such fees were to Solomon.
- (c) Attempting to interest in amount greater than what was actually due.
- (d) Using false, deceptive or misleading representations or means in connection with the collection of any debt.

COUNT I

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692 et seq.**

64. Plaintiff repeats the allegations contained in paragraphs 1 through 63 as if the same were set forth at length herein.

65. Collection letters and/or notices such as those sent by Solomon, are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."

66. Solomon violated 15 U.S.C. § 1692 et seq. of the FDCPA in connection with its communications to Plaintiff and others similarly situated.

67. Solomon violated 15 U.S.C. § 1692e of the FDCPA by using a false, deceptive or misleading representation or means in connection with its attempts to collect the alleged debts from Plaintiffs and other similarly situated.

68. By stating in its collection letters to Plaintiffs and other similarly situated that pursuant to N.J.A.C. 9a:10-6.16(B), attorneys' fees are based on 22% of the "*claim referred*" when in fact pursuant to N.J.A.C. 9a:10-6.16(B), if attorneys are due at all, the amount is based on a percent of the amount of the *debt collected*, Solomon used false, deceptive, misleading

representations or means in connection with its attempts to collect the alleged debts from Plaintiffs and other similarly situated, in violation of 15 U.S.C. § 1692e *et seq.*

69. By demanding an amount for attorneys' fees in its initial and subsequent collection letters to Plaintiffs and other similarly situated when said attorneys' fees were not yet, if at all, due Solomon violated various provisions of the FDCPA, including but not limited to, 15 U.S.C. § 1692e, 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), 15 U.S.C. § 1692f and 15 U.S.C. § 1692f(1).

70. By representing to Plaintiffs and other similarly situated that an amount was due for attorney fees in its initial collection letters when said attorney fees were not yet, if at all, due pursuant to the underlying contracts or were not permitted by law, Solomon violated various provision of the FDCPA, including but not limited to, 15 U.S.C. § 1692e, 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), 15 U.S.C. § 1692f, and 15 U.S.C. § 1692f(1).

71. Solomon violated 15 U.S.C. § 1692e(2)(A) if the FDCPA by falsely representing the charter, amount or legal status of the alleged debt in its initial collection letters to Plaintiffs and others similarly situated.

72. Solomon violated 15 U.S.C. § 1692e(10) of the FDCPA by using a false representation or deceptive means to collect or attempt to collect a debt from Plaintiff and other similarly situated.

73. Solomon violated 15 U.S.C. § 1692f of the FDCPA by using unfair and unconscionable means to collect or attempt to collect a debt from Plaintiffs and others similarly situated.

74. Solomon violated 15 U.S.C. § 1692f(1) of the FDCPA by collecting or attempting to collect an amount that was not expressly authorized by the agreement creating the alleged debt or by law.

75. By reason thereof, Solomon are liable to Plaintiff and other similarly situated for declaratory judgment that Solomon's conduct violated Section 1692g *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

(a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and, Joseph K. Jones, Esq., as Class Counsel;

(b) Issuing a preliminary and/or permanent injunction restraining Solomon, their employees, agents and successors from, *inter alia*, engaging in conduct and practices that are in violation of the FDCPA;

(c) Issuing a declaratory Order requiring Solomon to make corrective disclosures;

(d) Awarding Plaintiff and the Class statutory damages;

(e) Awarding Plaintiff and the Class actual damages;

(f) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;

(g) Awarding pre-judgment interest and post-judgment interest; and

(h) Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

Dated: Fairfield, New Jersey
March 22, 2013

/s/ Joseph K. Jones
Joseph K. Jones, Esq. (JJ5509)
Law Offices of Joseph K. Jones, LLC
375 Passaic Avenue, Suite 100
Fairfield, New Jersey 07004
(973) 227-5900 telephone
(973) 244-0019 facsimile
jkj@legaljones.com

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby requests a trial by jury on all issues so triable.

/s/ Joseph K. Jones
Joseph K. Jones

CERTIFICATION PURSUANT TO LOCAL RULE 11.2

I, Joseph K. Jones, the undersigned attorney of record for Plaintiff, do hereby certify to my own knowledge and based upon information available to me at my office, the matter in controversy is not the subject of any other action now pending in any court or in any arbitration or administrative proceeding.

Dated: March 22, 2103

/s/ Joseph K. Jones

Joseph K. Jones

Exhibit

A



NJCLASS
Loan Application

R22955967131 A
NJCLASS Originations
PO Box 538
Trenton, NJ 08625-0538

www.hesaa.org 800.792.8670

Student Information Please print in dark ink.				
First Name Andrew	MI J	Last Name Ardino	Social Security Number [REDACTED]	Date of Birth (Month/Day/Year) [REDACTED]
Permanent Street Address [REDACTED]			Citizenship <input checked="" type="checkbox"/> U.S. Citizen Permanent Resident Alien #: Neither	
City [REDACTED]	State NJ	Zip Code [REDACTED]		
State of Legal Residence NJ	Home Telephone Number (908) [REDACTED]	E-mail Address [REDACTED]	Driver's License ("N/A" if none) State: NJ # [REDACTED]	
School and Loan Information				
School Name/Campus MONTCLAIR STATE UNIVERSITY			School ID Code [REDACTED]	
Financial Aid Office Address VALLEY RD, UPPER MONTCLAIR, NJ 07043			Loan Period: (Month/Year) From: [REDACTED]	
			Loan Amount Requested \$ 20,000.00	
Borrower Information Please print in dark ink. Please read the Promissory Note carefully.				
First Name Andrew	MI J	Last Name Ardino	Social Security Number [REDACTED]	Date of Birth (Month/Day/Year) [REDACTED]
Permanent Street Address [REDACTED]			Citizenship <input checked="" type="checkbox"/> U.S. Citizen Permanent Resident Alien #: Neither	
City [REDACTED]	State NJ	Zip Code [REDACTED]		
Home Telephone Number (908) [REDACTED]	E-mail Address grunyun@comcast.net		Income Information (Indicate "None" or Retired if applicable) Present Employer Address City Area Code/ Telephone State Zip	
Driver's License ("N/A" if none) State: NJ # [REDACTED]	Monthly Housing Expense \$ 0.00 rent or mortgage, including taxes, association fees, and property insurance.		Gross Annual Income \$ 0.00 Alimony, child support, public assistance aid, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.	

Co-Borrower Information Please print in dark ink. Please read the Promissory Note carefully.			
First Name MI Last Name	Social Security Number	Date of Birth (Month/Day/Year) / /	
Permanent Street Address		Citizenship U.S. Citizen Permanent Resident Alien # Neither	
City	State	Zip Code	
Home Telephone Number	Income Information (Indicate "None" or Retired if applicable)		
E-mail Address	Present Employer		
Driver's License ("N/A" if none) State: #:	Address City State Zip Area Code/ Telephone		
Monthly Housing Expense (if living separately from the borrower) \$ rent or mortgage, including taxes, association fees, and property insurance.	Gross Annual Income \$ Alimony, child support, public assistance aid, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.		
Reference Information Borrower and Co-Borrower (if applicable) must complete this section.			
Relative Or Friend Not Living With You Name Address City Area Code/ Telephone (973)		Relative Or Friend Not Living With You Name Address City Area Code/ Telephone	
<p>NOTICE TO COSIGNER(S): You are being asked to assume full liability for this debt. Think carefully before you do so. If the borrower(s) and/or co-borrower(s) do not pay the debt, you will be required to do so. Be sure that you can afford to pay the full amount of this debt if you have to, and that you want to accept responsibility for the full amount of the debt. You may have to pay up to the full amount of the debt if the borrower(s) does not pay. You may also have to pay interest charges, late fees or collection costs, which may increase the total amount due. The holder of this Note can collect this debt from you without first trying to collect from the borrower(s). The holder of this Note can use the same collection methods against you that can be used against the borrower(s), such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the contract that makes you liable for the debt. This is a loan application. You will be required to sign a promissory note, which records your liability for the debt.</p>			
Cosigner Information Please print in dark ink. Please read the Promissory Note carefully.			
First Name MI Last Name Joseph Ardino	Social Security Number	Date of Birth (Month/Day/Year)	
Permanent Street Address		Citizenship X U.S. Citizen Permanent Resident Alien # Neither	
City	State	Zip Code	
Home Telephone Number (908) 245-0548	Income Information (Indicate "None" or Retired if applicable)		
E-mail Address	Present Employer		
Driver's License ("N/A" if none) State: NJ #:	Address City Area Code/ Telephone		
Monthly Housing Expense (if living separately from the borrower) \$ 3,100.00 rent or mortgage, including taxes, association fees, and property insurance.	Gross Annual Income \$ [REDACTED] If relying on another's income to qualify, that person must be Joint Cosigner Alimony, child support, public assistance aid, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.		

NJCLASS PROMISSORY NOTE

It is important that you thoroughly read this Note before you sign it.

WARNING: Any person who knowingly makes a false statement or a misrepresentation on this form is subject to penalties which may include fines or imprisonment under N.J.S.A. 18A:71C-31.

In this Promissory Note, the words "I", "me," "my," and "Borrower" mean the undersigned borrower and/or co-borrower(s) and co-signer(s), or, if there is more than one undersigned borrower, all borrowers jointly and severally, unless the language specifically refers to only one of the other. "Lender," "you" and "your" means New Jersey Higher Education Student Assistance Authority (HESAA), its successors or subsequent holder of this Note. "Note" means the Promissory Note, including NJCLASS Terms, Conditions, and Definitions. "School" means the School

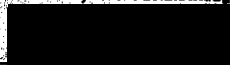
Name indicated on the Loan Application. "Certification" means the Certification and Authorization in the Loan Application. "Notice" refers to the Notice of Disclosure Statement.

Borrower Information Please print in dark ink.			
Last Name	First	MI	SSN
Permanent Address			
Student Information Please print in dark ink.			
Last Name	First	MI	SSN
Repayment Option Select one of the following options by placing an "X" in the box you choose. Refer to the explanation found in the Terms, Conditions, and Definitions.			
<input type="checkbox"/>	(Option 1) Monthly principal and interest payments - Begin repayment 60 days after the first disbursement.		
<input checked="" type="checkbox"/>	(Option 2) Quarterly interest-only payments - Deferred principal, and pay only the interest that accrues while in deferment.		
<input type="checkbox"/>	(Option 3) Defer all payments while in school - Accrued interest will be capitalized once a year.		
The interest rate for this option is 0.30% higher than options 1 or 2 for the life of the loan.			

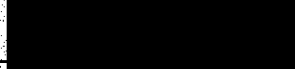
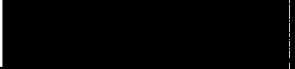
Promise to Pay: I, the undersigned for value received, promise to pay to the order of: **Higher Education Student Assistance Authority (HESAA)**
PO Box 538
Trenton, NJ 08625-0538

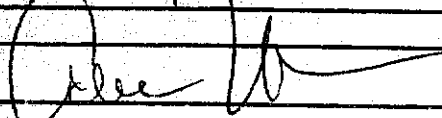
Or subsequent holder of this Note, all of the principal sum of: **Requested Loan Amount \$ 20,000.00**

On such loan amount as is advanced to me and identified to me in the Notice of Loan Disclosure Statement, plus interest as set forth in the NJCLASS Loan Terms, Conditions, Definitions, and any other charges that may become due. If I fail to pay any of these amounts when they are due, I will pay all charges, collection costs and all other costs that are permitted under this Note for the collection of this loan, which the lender or subsequent holder of this Promissory Note incurs in collecting this loan. I agree that the laws of the State of New Jersey shall govern this Note. My signature certifies that I have read, understood and agreed to all the provisions of this Note including the conditions and authorizations stated in the "Certification." If applicable, I will also provide a copy of this Promissory Note, including the Terms, Conditions, and Definitions to each cosigner(s) for his/her records. I understand that this is a Promissory Note. I have not signed this Note before reading, understanding and agreeing to it, including the Terms, Conditions and Definitions. By signing this Promissory Note I acknowledge that I have received a copy hereof.

Signature		5/4/08	Signature		
Borrower	Andrew Ardino	Date	Co-Borrower		Date

NOTICE TO THE COSIGNER(S): You are being asked to assume full responsibility for this debt. Think carefully before you do so. If the borrower(s) does not pay the debt, you will be required to do so. Be sure that you can afford to pay the full amount of this debt if you have to, and that you want to accept responsibility for the full amount of the debt. You may have to pay up to the full amount of the debt if the borrower(s) does not pay or is otherwise in Default. You may also have to pay interest charges, late fees or collection costs, which may increase the total amount due. The holder of this Note can collect this debt from you without first trying to collect from the borrower(s). The holder of this Note can use the same collection methods against you that can be used against the borrower(s), such as suing you, garnishing your wages, etc. If this debt is ever in Default, that fact may become part of your credit record. I understand that this is a Promissory Note. I have not signed this Note before reading, understanding and agreeing to it, including the Terms, Conditions, and Definitions. By signing this Promissory Note I acknowledge that I have received a copy hereof from the borrower.

Signature		5/4/08	Signature		5/4/08
Cosigner	Joseph Ardino	Date	Jt. Cosigner	Lisa Ardino	Date

Lender Approval For Official Use Only			
Approved Loan Amount	Officer 1	Title	Date
.00		3FADA	5/8/08
File Number	Officer 2	Title	Date

Exhibit

B

File Number:

Account No.:

Client:

NEW JERSEY HIGHER EDUCATION STUDENT
ASSISTANCE AUTHORITYFive Columbia Circle
Albany NY, 12203

Amount due as of 09/13/2012: \$25,385.66

Dear Andrew J Ardino:

The above named creditor has referred your account to our office for collection. If your records do not agree with the amount above, then contact our office. Otherwise please make your check or money order payable to the creditor and mail directly to this office.

Attorney fees of 22% of the claim referred are due to the State pursuant to the terms of the note(s) and NJ Regulation 9A:10-6.16(b).

As of the date of this letter, you owe \$25,385.66. Because of interest and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the firm or call 1-800-873-1993.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector. Calls are randomly monitored, and may be recorded to ensure quality service.

VALIDATION NOTICE

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by this office. If you notify this office in writing within the thirty (30) day period that the debt, or any portion thereof is disputed, this office will obtain verification of the debt or a copy of a judgment against you and a copy of such verification will be mailed to you by this office. Upon your written request within the thirty (30) day period, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Contact us to find out
if you are eligible for a
payment arrangement

Se Habla Español



Make payments
via the Internet @
www.solomonpayments.com

email us @
myaccount@solomonpe.com

or text us @
518-708-7330



Office Hours Are:
Mon - Tue 8:00am to 9:00pm
Wed - Fri 8:00am to 5:00pm
Toll Free: 1-800-873-1993
Fax: (518) 456-0651



Send Mail To:
Solomon and Solomon P.C.
Columbia Circle
P.O. Box 15019
Albany, NY 12212-5019

** Please return the below portion with your payment in the enclosed envelope **

P.O. Box 2060
Southgate, MI 48195-4060



09/13/2012

664/000000664/000000001

Andrew J Ardino



12005

TO PAY BY CREDIT CARD

Check One: ☐ MasterCard ☐ VISA

Card Number:

Expiration Date: CCV#: Last 3 digits on the back of Card

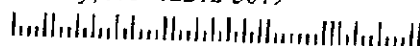
Signature: _____

Account No.: Amount due as of 09/13/2012: \$25,385.66

File Number: Amount Enclosed: \$

Make Payable To: NEW JERSEY HIGHER EDUCATION STUDENT
ASSISTANCE AUTHORITY

Solomon and Solomon P.C.
Columbia Circle
P.O. Box 15019
Albany, NY 12212-5019



Exhibit

C

File Number:

Account No.:

Client: NEW JERSEY HIGHER EDUCATION STUDENT
ASSISTANCE AUTHORITY

Five Columbia Circle
Albany NY, 12203

Amount due as of 09/13/2012: \$25,385.66

Dear Joseph Ardino:

The above named creditor has referred your account to our office for collection. If your records do not agree with the amount above, then contact our office. Otherwise please make your check or money order payable to the creditor and mail directly to this office.

Attorney fees of 22% of the claim referred are due to the State pursuant to the terms of the note(s) and NJ Regulation 9A:10-6.16(b).

As of the date of this letter, you owe \$25,385.66. Because of interest and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the firm or call 1-800-873-1993.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector. Calls are randomly monitored, and may be recorded to ensure quality service.

VALIDATION NOTICE

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**Contact us to find out
if you are eligible for a
payment arrangement**

Se Habla Español



Make payments
via the Internet @
www.solomonpayments.com

email us @
myaccount@solomonpc.com

or text us @
518-708-7330



Office Hours Are:
Mon - Tue 8:00am to 9:00pm
Wed - Fri 8:00am to 5:00pm
Toll Free: 1-800-873-1993
Fax: (518) 456-0651



Send Mail To:
Solomon and Solomon P.C.
Columbia Circle
P.O. Box 15019
Albany, NY 12212-5019

** Please return the below portion with your payment in the enclosed envelope **

P.O. Box 2060
Southgate, MI 48195-4060



09/13/2012

665000000665/000000004



Joseph Ardino



12608

TO PAY BY CREDIT CARD

Check One: ☐ MasterCard ☐ VISA

Card Number:

Expiration Date:

CCV#:

Last 3 digits on
the back of Card

Signature:

Account No.:

Amount due as
of 09/13/2012: \$25,385.66

File Number:

Amount Enclosed: \$

Make Payable To: NEW JERSEY HIGHER EDUCATION STUDENT
ASSISTANCE AUTHORITY

Solomon and Solomon P.C.
Columbia Circle
P.O. Box 15019
Albany, NY 12212-5019



Exhibit

D

3/2012

SOLOMON AND SOLOMON P.C.

Number: [REDACTED]
 Account No.: [REDACTED]

Five Columbia Circle
 Albany NY, 12203

Client: NEW JERSEY HIGHER EDUCATION STUDENT
 ASSISTANCE AUTHORITY

Amount due as of 09/13/2012: \$25,385.66

Dear Lisa A Ardino:

The above named creditor has referred your account to our office for collection. If your records do not agree with the amount above, then contact our office. Otherwise please make your check or money order payable to the creditor and mail directly to this office.

Attorney fees of 22% of the claim referred are due to the State pursuant to the terms of the note(s) and NJ Regulation 9A:10-6.16(b).

As of the date of this letter, you owe \$25,385.66. Because of interest and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the firm or call 1-800-873-1993.

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**Contact us to find out
 if you are eligible for a
 payment arrangement**

Se Habla Español



**Make payments
 via the Internet @**
www.solomonpayments.com

email us @
myaccount@solomonpc.com

or text us @
 518-708-7330



Office Hours Are:
 Mon - Tue 8:00am to 9:00pm
 Wed - Fri 8:00am to 5:00pm
 Toll Free: 1-800-873-1993
 Fax: (518) 456-0651



Send Mail To:
 Solomon and Solomon P.C.
 Columbia Circle
 P.O. Box 15019
 Albany, NY 12212-5019

** Please return the below portion with your payment in the enclosed envelope.**

P.O. Box 2060
 Southgate, MI 48195-4060



09/13/2012

666/000000666/000000001



Lisa A Ardino



12637

TO PAY BY CREDIT CARD

Check One: ☐ MasterCard ☐ VISA

Card Number: [REDACTED] Last 3 digits on the back of Card

Expiration Date: [REDACTED] CCV#: [REDACTED]

Signature: _____

Account No.: [REDACTED] Amount due as of 09/13/2012: \$25,385.66

File Number: [REDACTED] Amount Enclosed: \$

Make Payable To: NEW JERSEY HIGHER EDUCATION STUDENT
 ASSISTANCE AUTHORITY

Solomon and Solomon P.C.
 Columbia Circle
 P.O. Box 15019
 Albany, NY 12212-5019



Exhibit

E

Law Offices of
Joseph K. Jones, LLC
Attorney at Law

375 Passaic Avenue
Suite 100
Fairfield, New Jersey 07004
973-227-5900
facsimile 973-244-0019
jkj@legaljones.com

Admitted to Practice
New York
New Jersey
United States District Court, Eastern District of New York
United States District Court, Southern District of New York
United States District Court, New Jersey
Connecticut

100 Park Avenue
20th Floor
New York, NY 10017
646-459-7971

Reply to: New Jersey

September 20, 2012

Via Facsimile (518) 456-0651, Certified Mail 7011 0470 0003 1304 7099 and First Class Mail
Solomon and Solomon P.C.
Columbia Circle
PO Box 15019
Albany, NY 12212-5019

Re: Joseph Ardino
Creditor: New Jersey Higher Education Student
Assistance Authority
Account No.: [REDACTED]
File No.: [REDACTED]

To Whom It May Concern:

This firm has been retained to represent the interest of Joseph Ardino, relative to the above-referenced matter.

Pursuant to 15 U.S.C. §1692c(c), you are hereby instructed to immediately *Cease and Desist* all collection efforts and communications with Mr. Ardino.

As provided for under 15 U.S.C. §1692g(b), my client disputes the validity of the alleged debt and demands a verification, a full accounting, and the name and address of the original creditor. Kindly forward all such information to our New Jersey office. Additionally, pursuant to 15 U.S.C. §1692e(8), if Solomon and Solomon P.C., is reporting credit information concerning this alleged debt, then it is obligated to report it as disputed.

Your anticipated cooperation in this matter is appreciated.

Very truly yours,
LAW OFFICES OF JOSEPH K. JONES, LLC

/s/ Joseph K. Jones

Joseph K. Jones
Attorney at Law

JKJ: dp

* * * Communication Result Report (Sep. 20. 2012 11:19AM) * * *

13
23

Date/Time: Sep. 20. 2012 11:18AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
7391	Memory TX	15184560651	P. 1	OK	

Reason for error

1) Hang up or line fail
 2) No answer
 3) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

Law Offices of
Joseph K. Jones, LLC
 Attorney at Law

375 Passaic Avenue
 Suite 100
 Fairfield, New Jersey 07004
 973-227-5900
 facsimile 973-244-0019
 jkj@legalkjones.com

Addition to Practice
 New York
 United States District Court, Southern District of New York
 United States District Court, Southern District of New York
 United States District Court, New Jersey
 Connecticut

100 Park Avenue
 20th Floor
 New York, NY 10017
 646-459-7971

Reply to: New Jersey

September 20, 2012

Via Facsimile (518) 458-0651, Certified Mail 7011 0470 0003 1304 7099 and First Class Mail
 Solomon and Solomon P.C.
 Columbia Circle
 PO Box 15019
 Albany, NY 12212-5019

Re: Joseph Ardino
 Creditor: New Jersey Higher Education Student
 Assistance Authority
 Account No.: [REDACTED]
 File No.: [REDACTED]

To Whom It May Concern:

This firm has been retained to represent the interest of Joseph Ardino, relative to the above-referenced matter.

Pursuant to 15 U.S.C. §1692c(c), you are hereby instructed to immediately Cease and Desist all collection efforts and communications with Mr. Ardino.

As provided for under 15 U.S.C. §1692g(b), my client disputes the validity of the alleged debt and demands a verification, a full accounting, and the name and address of the original creditor. Kindly forward all such information to our New Jersey office. Additionally, pursuant to 15 U.S.C. §1692e(8), if Solomon and Solomon P.C., is reporting credit information concerning this alleged debt, then it is obligated to report it as disputed.

Your anticipated cooperation in this matter is appreciated.

Very truly yours,
 LAW OFFICES OF JOSEPH K. JONES, LLC

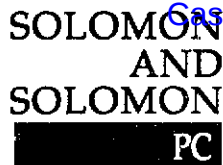
Per Joseph K. Jones

Joseph K. Jones
 Attorney at Law

JKJ: dp

Exhibit

F



Attorneys at Law

Mailing Address:
Columbia Circle
Box 15019
Albany, NY 12212-5019

Located At:
Five Columbia Circle
Albany, NY 12203

(518) 456-7200
Fax (518) 456-0651
Toll free 1-800-259-6723

September 24, 2012

Joseph K Jones
Law Offices of Joseph K Jones, LLC
375 Passaic Ave
Suite 100
Fairfield, NJ 07004

Creditor: New Jersey Higher Education Assistance Authority
Loan [REDACTED]
Your client: Joseph Ardino

Dear Attorney Jones

I am writing in regard to the above loan account your client has have with New Jersey and the request for further information from your letter of 9/20/12.

The file shows a loan applied for in the sum of \$20,000.00 and was approved for that sum in May 2008 under a Promissory Note under the NJ Class Program. Interest is set by the authority under New Jersey regulations. The rate was 7.62 % annually. There was a default in payment. At the time it was referred to collection to our office, the unpaid principal was \$19,666.44 plus interest of \$1067.44 as of 8/22/12. 714.60 as of 2/1/12. A copy of the Note signature page, Direct Loan approval page, Direct Loan Tracking page showing the sum turned over and an accounting history are enclosed.

Fees are due to the State under the Note pursuant to the terms of the note and NJ Regulation 9A:10-6.16(b). That regulation provides:

- (a) Default occurs when a borrower fails to make an installment payment when due, or to meet other terms of the Promissory Note under circumstances where the Authority finds it reasonable to conclude that the borrower no longer intends to honor the obligation to repay, provided failure to repay persists for:
 - 1. At least 180 days when payments are due monthly; or
 - 2. At least 240 days during the student's in-school period when payments are due less frequently than monthly.
- b) Upon default, the borrower and/or cosigner, if any, are liable for the entire balance of the loan. Upon default, the Authority shall notify credit bureaus of this negative information. Default may result in any or all of the following: expedited increase of interest rate, loss of State collection charges including attorney fees of up to 30 percent of the debt collected, loss of eligibility for other student aid, negative credit

**SOLOMON
AND
SOLOMON
PC**

Attorneys at Law

Mailing Address:
Columbia Circle
Box 15019
Albany, NY 12212-5019

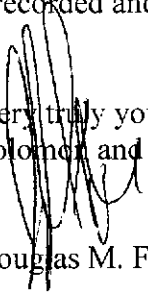
Located At:
Five Columbia Circle
Albany, NY 12203

(518) 456-7200
Fax (518) 456-0651
Toll free 1-800-259-6723

Based on its agreement with the firm, the fees are based on a contingency fee of 22% of the amount referred to our office. Based on the above the fee would be \$4,561.45

Our office is open Monday and Tuesday 8 am to 9 pm and Wednesday through Friday 8 am to 5 pm. (EST). This is a communication from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose. Calls may be recorded and or monitored for quality control purposes.

Very truly yours
Solomon and Solomon, P.C.


Douglas M. Fisher

Page: 1 Document Name: Aurea Thomas

SD08 DIRECT LOAN SYSTEM DATE: 08/22/12
 SDL97030 LOAN MAINTENANCE
 ACTION: DSP TRACKING INFORMATION SOURCE: F01
 APPLICATION NUMBER: [REDACTED] PRODUCT TYPE: NJC NJCLASS (REPAY TYPE: 02
 TRACKING STATUS: DU DEFAULTED, UNRESO HOLD STATUS: _____
 TRK STATUS DATE: 06 15 2012 HOLD STATUS DATE: _____
 DATE LOAN PROC: 08 11 2008 HOLD RELEASE DATE: _____
 FUND NUMBER: 0A8P DATE EFFECTIVE: 08 08 2008

BORROWER SSN: [REDACTED]	NAME: ARDINO	ANDREW	J	RESP: Y
STUDENT SSN: [REDACTED]	NAME: ARDINO	ANDREW	J	RESP: Y
COBORR SSN: [REDACTED]	NAME: [REDACTED]			RESP: [REDACTED]
COSIGNER SSN: [REDACTED]	NAME: ARDINO	JOSEPH		RESP: N
JCOS SSN: [REDACTED]	NAME: ARDINO	LISA	A	RESP: N

AMT OSTD BAL: 19666.44 IND DELINQUENT: Y ** DELINQ BUCKET AMTS **
 AMT INT ACCR: 1067.44 DAYS DELINQUENT: 256 BUCKET-1: 110.38
 AMT INT CAP: 0.00 DELINQ BUCKET: 06 BUCKET-2: 372.19
 AMT COSTS: 0.00 IND DEFAULT: Y BUCKET-3: 372.19
 AMT DEBIT: 854.76 DAYS DELINQ DEF: 0 BUCKET-4: 0.00
 AMT SCHD PMT: 372.19 DEFAULT BUCKET: 00 BUCKET-5: 0.00
 AMT LAST PMT: 370.00 AMT DEFAULT PMT: 0.00 BUCKET-6: 0.00
 DTE LAST PMT: 05 09 2012 DTE DEFAULT: 06 15 2012 BUCKET-7: 0.00
 DTE BANKRUPT: [REDACTED] CODE BANKRUPT: [REDACTED]
 DTE JDG FILE: [REDACTED] TRW STATUS: 93 DATE REPORTED: 08 16 2012

QUERY FUNCTION COMPLETE

Date: 8/22/2012 Time: 9:48:39 AM

SD07	DIRECT LOAN SYSTEM	DATE: 08/27/12
	LOAN MAINTENANCE	
ACTION: DSP	FINANCIAL INFORMATION	SOURCE: F01
APPLICATION NUMBER: [REDACTED]	PRODUCT TYPE: NJC	RPMT TYPE: 02
BILLING ACCT: [REDACTED] NJC [REDACTED] I	FREQ: [REDACTED]	BILLING DAY: 00
	NUM RPMT SCHD: 0000000000	PMT DAY SET: 23
AMT APPROVED: 20000.00	RPMT START: [REDACTED]	# MO IN RPMT: 000
AMT ADJUSTED: 0.00	DTE INT START: 09 03 2008	UNPD CAP INT: 0.00
AMT REPAID: 333.56	DTE CAP START: [REDACTED]	AMT SCHD PMT: 372.19
AMT CAP INT: 0.00	DTE REVERTED: 05 12 2013	AMT MIN PMT: 50.00
AMT INT PAID: 4690.52	INT PAID YTD: 839.00	AMT PREV YR: 1407.01
AMOUNT LOAN: 20000.00	INT CAP YTD: 0.00	INT CAP QTR: 0.00
OSTD BALANCE: 19666.44	AMT CREDIT: 0.00	AMT DEBIT: 754.76
INT ACCRUED: 987.89	TYPE CREDIT: [REDACTED]	TYPE DEBIT: 02
AMT INT OSTD: 0.00	DTE CREDIT: [REDACTED]	DTE DEBIT: 08 22 2012
PCT INT RATE: 07.6200 %	AMT NEXT BILL: 0.00	DTE NEXT BILL: [REDACTED]
INT RATE T1: 07.6200 %	AMT LAST BILL: 854.76	DTE LAST BILL: [REDACTED]
INT RATE T2: 08.3700 %	AMT LAST PMT: 100.00	DTE LAST PMT: 08 22 2012
BEGIN DATE: 09 03 2008	# NEXT BILL: 016	DTE INT CUTOVER: [REDACTED]
END DATE: 09 03 2028	# LAST PMT: 016	DTE NEXT PMT DUE: 07 30 2009

QUERY FUNCTION COMPLETE

SD18

DIRECT LOAN SYSTEM
LOAN PAYMENT HISTORY

DATE: 08/27/12
PAGE: 1

LOAN APP NUM:

BORROWER SSN:

PROD TYPE: NJC NJCLASS (FOR DLS ONLY)
BORR NAME: ANDREW J. ARDINO

DATE RECVD	ACCT TYP	PMT NUM	PMT TYP	I R	OPENING BALANCE	PAYMENT RECEIVED	AMT APPLD PRINCIPAL	AMT APPLD INTEREST	CLOSING BALANCE
09/18/08	I	001	03	N	10,000.00	364.76	333.56	31.20	9,666.44
11/04/08	I	002	01	N	9,666.44	26.13	.00	26.13	9,666.44
02/02/09	I	003	01	N	19,666.44	184.92	.00	184.92	19,666.44
06/11/09	I	004	01	N	19,666.44	328.10	.00	328.10	19,666.44
09/16/09	I	005	03	N	19,666.44	375.00	.00	375.00	19,666.44
11/04/09	I	006	01	N	19,666.44	449.53	.00	449.53	19,666.44
02/22/10	I	007	01	N	19,666.44	305.78	.00	305.78	19,666.44
05/18/10	I	008	01	N	19,666.44	369.84	.00	369.84	19,666.44
11/12/10	I	009	01	N	19,666.44	374.01	.00	374.01	19,666.44
01/27/11	I	010	01	N	19,666.44	279.11	.00	279.11	19,666.44
03/11/11	I	011	13	N	19,666.44	379.00	.00	379.00	19,666.44
04/01/11	I	012	13	N	19,666.44	379.00	.00	379.00	19,666.44

MORE DATA AVAILABLE

SD18 DIRECT LOAN SYSTEM DATE: 08/27/12
[REDACTED] LOAN PAYMENT HISTORY PAGE: 2

LOAN APP NUM: [REDACTED] PROD TYPE: NJC NJCLASS (FOR DLS ONLY)
BORROWER SSN: [REDACTED] BORR NAME: ANDREW J. ARDINO

DATE RECVD	ACCT TYP	PMT NUM	PMT TYP	I R	OPENING BALANCE	PAYMENT RECEIVED	AMT APPLD PRINCIPAL	AMT APPLD INTEREST	CLOSING BALANCE
09/14/11	I	013	13	N	19,666.44	369.90	.00	369.90	19,666.44
02/01/12	I	014	13	N	19,666.44	369.00	.00	369.00	19,666.44
05/09/12	I	015	13	N	19,666.44	370.00	.00	370.00	19,666.44
08/22/12	I	016	33	N	19,666.44	100.00	.00	100.00	19,666.44

TOTALS: 5,024.08 333.56 4,690.52

NO MORE DATA FOR FORWARD BROWSE

Exhibit

G

RECEIVED
FEB 6 2013
CIVIL CASE MANAGEMENT
UNION COUNTY

SOLOMON AND SOLOMON, P.C.
Five Columbia Circle, Albany, New York 12203
(518) 456-7200
Attorney(s) for Plaintiff(s)

NEW JERSEY HIGHER EDUCATION
STUDENT ASSISTANCE AUTHORITY
Plaintiff(s)

SUPERIOR COURT OF NEW JERSEY
Union County
LAW DIVISION

vs.

ANDREW J ARDINO
JOSEPH ARDINO
LISA A ARDINO

Docket No.
Civil Action (Contract)
COMPLAINT

Defendant(s)

Plaintiff with a principal place of business at: 4 QUAKERBRIDGE PLAZA
TRENTON NJ 08625 says:

Plaintiff, by its attorneys, complaining of the defendant(s),
respectfully alleges upon information and belief:

1. Plaintiff, NEW JERSEY HIGHER EDUCATION STUDENT ASSISTANCE AUTHORITY
AN EDUCATIONAL CORPORATION.
2. The Defendant resides in the county in which this action is brought;
or the defendant transacted business within the county in which this action
is brought in person or through his agent and the instant cause of action
arose out of said transaction.

3. That heretofore Defendant, for value, entered into a promissory note for a student loan.

4. Defendant has failed to comply with the terms of the agreement regarding payment and Plaintiff is now the owner and holder thereof.

5. Pursuant to the terms of the agreement and as a consequence of the fault of the Defendant, Plaintiff has elected to declare the entire balance of \$19666.44 due with accrued interest of \$1126.10, for a total due \$20792.54 as of 10/24/12.

6. Although duly demanded, no part of the aforementioned sum has been paid.

7. Reasonable attorneys fees pursuant to the terms of the agreement in NJ Regulation 9A:10-6.16(b) are due to Plaintiff from the Defendant. The fees payable to counsel are based on a contingency fee of 22%.

WHEREFORE, plaintiff demands judgment against defendant(s) for the sum of \$20792.54 with interest at 7.62% from 10/24/12 on \$19666.44 together with costs and disbursements and reasonable attorneys fees the sum of \$4561.45 which does not exceed 22% of the total amount owed.

I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment. This matter in controversy is not the subject of any other action or arbitration proceeding now or contemplated except as stated in this complaint and no other parties should be joined in this action. R.4.5-1. I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated: 10/15/12

SOLOMON AND SOLOMON, P.C.

By *Norina Melita*
By Douglas M. Fisher / Norina Melita

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector. Calls are randomly monitored and may be recorded to ensure quality service.

Our office is open Monday through Tuesday 8am to 9pm and Wednesday through Friday 8am to 5pm.

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (908) 659-4817
COURT HOURS

DATE: FEBRUARY 07, 2013
RE: NJ HIGHER EDUCATION STUDENT ASSIST VS ARDIN
DOCKET: UNN L -000451 13

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON REGINA C. CAULFIELD

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (908) 659-4823.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: NORINA MELITA
SOLOMON & SOLOMON
5 COLUMBIA CIRCLE
ALBANY NY 12203

JUTAN

Solomon and Solomon, P.C.
Five Columbia Circle
Albany, New York 12203
Telephone No.: (518) 456-7200
Attorney(s) for Plaintiff(s):

NEW JERSEY HIGHER EDUCATION
STUDENT ASSISTANCE AUTHORITY

Plaintiff(s)

vs.

ANDREW J ARDINO
JOSEPH ARDINO
LISA A ARDINO

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
Law Division-Union

Docket No.

Civil Action (Contract)
S U M M O N S

From the State of New Jersey
To the Defendant(s) named above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

— — —

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated:

Jennifer M. Perez
Clerk of the Superior Court

Name/address of defendant(s) to be Served:	ANDREW J ARDINO 475 RAGLAND DR ROSELLE PARK	NJ07204
	JOSEPH ARDINO 475 RAGLAND DR ROSELLE PARK	NJ07204
	LISA A ARDINO 475 RAGLAND DR ROSELLE PARK	NJ07204

NOTE: The Case Information Statement is available at www.njcourts.com.

**Directory of Superior Court Deputy Clerk's Offices
County Lawyer Referral and Legal Services Offices**

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401

LAWYER REFERRAL

(609) 345-3444

LEGAL SERVICES

(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Room 115
Justice Center, 10 Main St.
Hackensack, NJ 07601

LAWYER REFERRAL

(201) 488-0044

LEGAL SERVICES

(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060

LAWYER REFERRAL

(609) 261-4862

LEGAL SERVICES

(800) 496-4570

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
Hall of Justice
1st Fl., Suite 150
101 South 5th Street
Camden, NJ 08103

LAWYER REFERRAL

(856) 964-4520

LEGAL SERVICES

(856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
9 N. Main Street
Cape May Court House, NJ 08210

LAWYER REFERRAL

(609) 463-0313

LEGAL SERVICES

(609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
60 West Broad Street
P.O. Box 10
Bridgeton, NJ 08302

LAWYER REFERRAL

(856) 696-5550

LEGAL SERVICES

(856) 691-0494

ESSEX COUNTY:

Deputy Clerk of the Superior Court
Civil Customer Service
Hall of Records, Room 201
465 Dr. Martin Luther King Jr. Blvd.
Newark, NJ 07102

LAWYER REFERRAL

(973) 622-6204

LEGAL SERVICES

(973) 624-4500

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Attn: Intake
First Fl., Court House
1 North Broad Street
Woodbury, NJ 08096

LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848-5360

HUDSON COUNTY:

Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brennan Court House--1st Floor
583 Newark Ave.
Jersey City, NJ 07306

LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:

Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08822

LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 S. Broad Street, P.O. Box 8068
Trenton, NJ 08650

LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court,
Middlesex Vicinage
2nd Floor - Tower
56 Paterson Street, P.O. Box 2633
New Brunswick, NJ 08903-2633

LAWYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court
Court House
P.O. Box 1269
Freehold, NJ 07728-1269

LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:

Morris County Courthouse
Civil Division
Washington and Court Streets
P. O. Box 910
Morristown, NJ 07963-0910

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY:

Deputy Clerk of the Superior Court
118 Washington Street, Room 121
P.O. Box 2191
Toms River, NJ 08754-2191

LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton Street
Paterson, NJ 07505

LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 523-2900

SALEM COUNTY:

Deputy Clerk of the Superior Court
Attn: Civil Case Management Office
92 Market Street
Salem, NJ 08079

LAWYER REFERRAL
(856) 935-5629
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:

Deputy Clerk of the Superior Court
Civil Division
P.O. Box 3000
40 North Bridge Street
Somerville, N.J. 08876

LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073



LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07823-1500

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(908) 475-2010

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY:		
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.		
			AMOUNT:		
			OVERPAYMENT:		
				BATCH NUMBER:	
ATTORNEY/PRO SE NAME Douglas M. Fisher / Norina Melita		TELEPHONE NUMBER (518) 456-7200		COUNTY OF VENUE Union	
FIRM NAME (if applicable) Solomon and Solomon, P.C.		DOCKET NUMBER (when available)			
OFFICE ADDRESS 5 Columbia Circle Albany, New York 12203		DOCUMENT TYPE Summons and Complaint			
		JURY DEMAND <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
NAME OF PARTY (e.g., John Doe, Plaintiff) NEW JERSEY HIGHER EDUCATION STUDENT ASSISTANCE AUTHORITY , Plaintiff		CAPTION NEW JERSEY HIGHER EDUCATION STUDENT ASSISTANCE AUTHORITY , Plaintiff v. ANDREW J ARDINO JOSEPH ARDINO , Defendant(s) LISA A ARDINO			
CASE TYPE NUMBER (See reverse side for listing) 502		IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.			
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS			
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN			
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.					
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION					
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS			
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input type="checkbox"/> NO					
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION N/A					
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION			
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).					
ATTORNEY SIGNATURE:					

Side 2



CIVIL CASE INFORMATION STATEMENT

(CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (Includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 502 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 613 COMPLEX CONSTRUCTION
- 614 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- | | |
|--|---|
| 285 STRYKER TRIDENT HIP IMPLANTS | 291 PELVIC MESH/GYNECARE |
| 288 PRUDENTIAL TORT LITIGATION | 292 PELVIC MESH/BARD |
| 289 REGLAN | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| | 623 PROPECIA |

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 271 ACCUTANE/ISOTRETINOLIN | 282 FOSAMAX |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 284 NUVARING |
| 275 ZOMETA/ARELIA | 286 LEVAQUIN |
| 279 GADOLINIUM | 287 YAZ/YASMIN/OCELLA |
| | 601 ASBESTOS |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

☐ Putative Class Action

☐ Title 59